

AGREEMENT BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA, AS  
REPRESENTED BY THE UNITED STATES MARINE CORPS,

AND

THE MINISTRY OF DEFENSE  
OF  
BRAZIL, AS REPRESENTED BY THE BRAZILIAN MARINE CORPS,

REGARDING THE ASSIGNMENT OF

FOREIGN LIAISON OFFICERS

RECEIVED TRUE COPY

Joseph M. Puley 403  
(Name) (Grade)

*Dr*

## TABLE OF CONTENTS

Introduction	1
Section I - Definitions	1
Section II - Scope	3
Section III - Duties and Activities	3
Section IV - Financial Arrangements	5
Section V - Security	6
Section VI - Technical and Administrative Matters	9
Section VII - Discipline and Removal	11
Section VIII - Claims	11
Section IX - Settlement of Disputes	12
Section X - Entry into Force, Amendment, Duration, and Termination	13
Annex A - Sample Certification to be signed by Foreign Liaison Officer	16

**AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA, AS REPRESENTED BY THE  
UNITED STATES MARINE CORPS,  
AND  
THE MINISTRY OF DEFENSE OF BRAZIL, AS REPRESENTED BY  
THE BRAZILIAN MARINE CORPS,  
REGARDING THE ASSIGNMENT OF  
LIAISON OFFICERS**

**INTRODUCTION**

The United States Marine Corps and the Brazilian Marine Corps each referred to herein individually as a "Participant" and together as the "Participants", desiring to establish formal liaisons between the Participants, hereby agree to the following terms and conditions regarding the assignment of individuals at Government facilities to serve as Liaison Officers between the Participants.

**Section I  
Definitions**

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

- 1.1 "Classified Information" shall mean official information that is generated by or for the Government of the United States of America or the Brazilian Government or that is under the jurisdiction or control of one of them, and that requires protection in the interests of national security of that government and is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or in documentary form, or in the form of material, including equipment or technology.
- 1.2 "Contact Officer" shall mean a U.S. Department of Defense (DoD) official designated, in writing, to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign Liaison Officers who are assigned to, or are visiting, a DoD component or subordinate organization.

- 1.3 "Controlled Unclassified Information" shall mean unclassified information to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations. Whether the Information is provided or generated under an arrangement, the Information will be marked to identify its "in confidence" nature. It could include information that has been declassified, but remains controlled. It includes United States information that is exempt from public disclosure or subject to export controls.
- 1.4 "Host Government" shall mean the national government of the Host Participant.
- 1.5 "Host Participant" shall mean the Participant to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Participant under Section III (Duties and Activities) of this Agreement.
- 1.6 "International Visits Program (IVP)" shall mean the program established to process visits by, and assignments of, foreign representatives to U.S. DoD Components and DoD Contractor facilities. It is designed to ensure that Classified Information and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time, and place) for the visit or assignment are provided.
- 1.7 "Liaison Officer" shall mean a military member or civilian official employee of the Parent Participant who, upon approval of or certification by the Host Participant or Host Government, is authorized by the Parent Participant to act as its official representative in connection with programs, projects, or agreements of interest to the Participants' Governments.
- 1.8 "Parent Government" shall mean the national government of the Parent Participant.
- 1.9 "Parent Participant" shall mean the Participant that assigns a Liaison Officer pursuant to Section III (Duties and Activities) of this Agreement.


## **Section II**

### **Scope**

- 2.1 During the term of this Agreement, subject to the agreement of the Participants, each Participant may assign military members of its armed forces or civilian official employees to serve as Liaison Officers to the other Participant in accordance with the terms of this Agreement, including its Annex. Each Liaison Officer assigned shall execute the Certification at Annex A.
- 2.2 The establishment of each Liaison Officer position under this Agreement shall be based upon the demonstrated need for, and the mutual benefit of, this position to the Participants. Once established, each Liaison Officer position shall be subject to periodic review by either Participant to ensure that the position continues to be required by, and is of mutual benefit to, the Participants. The Participants agree that a Liaison Officer position no longer required by, or of mutual benefit to, either Participant shall be subject to elimination.
- 2.3 The commencement of the tour of duty of a Liaison Officer shall be subject to all requirements imposed by the Host Participant or the Host Government regarding formal certification or approval of Liaison Officers. Liaison Officers to be assigned by their Parent Participant to locations within the United States of America shall be requested pursuant to the IVP, as defined in paragraph 1.6, of this Agreement.
- 2.4 Unless otherwise agreed, the normal tour of duty for a Liaison Officer shall be one to two years.
- 2.5 An individual may serve as a Liaison Officer to only one major military command of the Host Participant at any point in time.

## **Section III**

### **Duties and Activities**

- 3.1 The Liaison Officer shall represent the Parent Participant to the Host Participant. The Liaison Officer shall not perform duties that the Host Government, by law or regulation, reserves to its own officials or employees, nor shall the Liaison Officer provide any labor or services to the Host Government or its agencies, including the Host Participant.
- 

- 3.2 The Liaison Officer is required to comply with all applicable Host Government policies, procedures, laws, and regulations. The Host Participant shall assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws, and regulations of the Host Participant, and to arrange for activities consistent with such requirements and the purposes of this Agreement.
- 3.3 The Liaison Officer may request access to Host Participant facilities by submitting a request to the Contact Officer. Access to Host Participant facilities may be granted if such access promotes the purposes of this Agreement, is consistent with the terms of any applicable certification or approval properly issued by the Host Government, and is permitted under the applicable policies, procedures, laws, and regulations of the Host Government. Approval of such requests shall be at the discretion of the Host Participant. Any request for access that exceeds the terms of any applicable certification or approval shall be submitted through the IVP, as defined in paragraph 1.6 of this Agreement.
- 3.4 The Liaison Officer shall not be granted access to technical data or other information of the Host Participant, whether Classified or not Classified, except as authorized by the Host Participant, and only to the extent necessary to fulfill the Liaison Officer's functions under this Agreement.
- 3.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Participant shall be treated as information provided in confidence to the Parent Government and shall not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Liaison Officer shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section II (Scope) of this Agreement.
- 3.6 The Liaison Officer shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host and Parent Participants.
- 3.7 The Parent Participant shall not place or keep a Liaison Officer in duty assignments in which direct hostilities with hostile forces are likely to occur or have commenced, unless approved in writing by both the Parent Participant and Host Participant.

- 3.8 The Liaison Officer shall be required to comply with the dress regulations of the Parent Participant but, if requested by the Host Participant, shall also wear such identification necessary to identify the Liaison Officer's nationality, rank, and status as a Liaison Officer. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the particular unit of the Host Participant where the Liaison Officer is located. The Liaison Officer shall be required to comply with the customs of the Host Participant with respect to the wearing of civilian clothing.
- 3.9 Prior to the commencement of a Liaison Officer's tour, the Parent Participant shall notify the Host Participant of the specific Parent Participant organization that shall exercise operational control over the Liaison Officer and, if different, the Parent Participant organization that shall provide administrative support, to the Liaison Officer and the Liaison Officer's authorized dependents.
- 3.10 At the end of a Liaison Officer's tour, or as otherwise mutually determined by the Participants, the Parent Participant may, subject to the provisions of paragraph 2.2 of this Agreement, replace the Liaison Officer with another individual who meets the requirements of this Agreement.

#### **Section IV**

#### **Financial Arrangements**

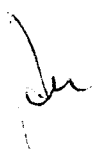
- 4.1 The Parent Participant shall bear all costs and expenses of the Liaison Officer, including, but not limited to:
- 4.1.1 All pay and allowances of the Liaison Officer.
  - 4.1.2 All travel by the Liaison Officer and the Liaison Officer's authorized dependents, including, but not limited to, travel to and from the country of the Host Participant and travel expenses associated with Temporary Additional Duty (TAD) (transportation costs, lodging, and per diem allowances) to observe Host Participant sponsored exercises, seminars, conferences, and Host Participant and Parent Participant staff talks.
  - 4.1.3 All costs and expenses associated with the assignment or placement of the Liaison Officer and the Liaison Officer's authorized dependents at the duty location including travel, luggage, baggage,

installation, office space, housing, messing, clerical support, medical and dental services, unless otherwise specified in a pertinent international agreement.

- 4.1.4 Subject to the Parent Participant's domestic law and policies, compensation for loss of, or damage to, the personal property of the Liaison Officer and the Liaison Officer's authorized dependents.
  - 4.1.5 The expenses for preparation and shipment of the mortal remains and funeral expenses associated with the death of the Liaison officer or the Liaison Officer's authorized dependents.
  - 4.1.6 Formal and informal training of the Liaison Officer, other than briefings on Host Participant requirements provided by the Contact Officer.
  - 4.1.7 All costs and expenses associated with the return of a Liaison Officer and the Liaison Officer's authorized dependents whose assignment has ended or been terminated.
- 4.2 The Host Participant shall provide the Liaison Officer with office facilities, equipment, supplies, and services that the Liaison Officer may need to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Participant for the cost of the Liaison Officer's use of such facilities, equipment, supplies, and services at rates determined by the Host Participant. When the United States is the Host Participant, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS) or use of an Acquisition and Cross-Servicing Agreement (ACSA).

## **Section V**

### **Security**

- 5.1 The Host Participant shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer shall be permitted. The Host Participant shall inform the Parent Participant of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities shall be consistent with, and limited by the terms of the Liaison Officer's
- 



assignment, the provisions of this Section and any other agreement between the Participants or their Governments concerning access to such information and facilities. In addition, access shall at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Participant may prohibit the Liaison Officer's right of access to any of the Host Participant facilities or computer systems or require that such access be supervised by Host Participant personnel. Nothing in this Agreement will be construed by the Participants to authorize unfettered access to Classified Information or CUI residing in the Host Participant's facilities or computer systems.

- 5.2 Each Participant shall cause security assurances to be filed, through the Brazilian Embassy in Washington, DC, in the case of Brazilian personnel, and through the U.S. Embassy in Brasilia, Brazil, in the case of U.S. personnel, stating the security clearances for the Liaison Officer being assigned by such Participant. The security assurances shall be prepared in accordance with the procedures established by the Host Participant and shall be forwarded through prescribed channels in compliance with stipulated Host Participant procedures. For the United States, the prescribed channel is the IVP, as defined in paragraph 1.6 of this Agreement.
- 5.3 The Parent Participant shall ensure that each Liaison Officer assigned is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of intellectual property rights (such as patents, copyrights, know-how, and trade secrets), Classified Information, and Controlled Unclassified Information disclosed to the Liaison Officer. This obligation shall apply both during and after termination of an assignment as a Liaison Officer. Prior to undertaking the assigned duties as a Liaison Officer, the Liaison Officer shall be required to sign the Certification at Annex A. Only the individual who executes this certification shall be permitted to serve as a Liaison Officer with the United States Marine Corps.
- 5.4 The Parent Participant shall ensure that the Liaison Officer, at all times, complies with the security laws, regulations, and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during his or her assignment shall be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant shall remove the Liaison Officer who violates security laws, regulations, or procedures during the Liaison Officer's assignment.

5.5 All Classified Information made available to the Liaison Officer shall be considered to be Classified Information furnished to the Parent Participant and shall be subject to the following provision and safeguards:

5.5.1 All Classified Information and material provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the Participants' national security laws and regulations.

5.5.2 Classified Information and material shall be transferred only through official Government-to-Government channels or through channels approved in writing by the Participants to this Agreement. Such information and material shall bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this Agreement.

5.5.3 Each Participant shall take all lawful steps available to it to ensure that information provided or generated pursuant to this Agreement is protected from further disclosure, unless the originating Participant consents to such disclosure. Accordingly, each Participant shall ensure that:

5.5.3.1 The recipients shall not release the Classified Information to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Participant.

5.5.3.2 The recipients shall afford the information a degree of protection equivalent to that afforded it by the originating Participant.

5.5.3.3 The recipients shall not use the Classified Information for other than the purposes provided for in this Agreement.

5.5.3.4 Each Participant shall provide receipts for all classified documents or material received.

5.6 The Liaison Officer shall not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Participant

Certification of the Liaison Officer (and requested in writing by the Parent Government) for the following situations:

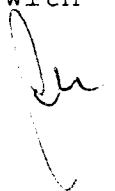
5.6.1 Courier. The Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Participant Certification for the Liaison Officer. Documents shall be packaged and receipted for in compliance with the Host Participant requirements.

5.6.2. On-Site Storage. The Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility and control of the container and its contents remain with the Host Participant.

## **Section VI**

### **Technical and Administrative Matters**

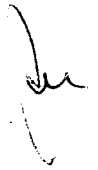
- 6.1 The Host Participant's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges on that individual.
- 6.2 To the extent authorized by laws and regulations of the Host Government, and in accordance with Section IV of this Agreement, the Host Participant may provide such administrative support as is necessary for the Liaison Officer to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Participant.
- 6.3 Exemption from taxes, customs, or import duties, or similar charges for the Liaison Officer or the Liaison Officer's authorized dependents shall be governed by applicable laws and regulations or by international agreement between the Host Government and the Parent Government.
- 6.4 If office space is provided to the Liaison Officer by the Host Participant, the Host Participant shall determine the normal working hours for the Liaison Officer. Access outside of normal working hours will be coordinated through the Host Participant Contact Officer to the Command Security Officer.
- 6.5 The Parent Participant shall ensure that the Host Participant is informed of any absences of the Liaison Officer as far in advance as possible, including vacation periods.

- 6.6 The Liaison Officer and the Liaison Officer's dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and applicable international agreements. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the Liaison Officer and the Liaison Officer's dependents is specified in such agreement. Except as specifically provided by agreement or Host party law and policy, the Liaison Officer shall be responsible for all medical and dental costs incurred by the Liaison Officer and the Liaison Officer's dependents. The Parent Party shall ensure that the Liaison Officer and the Liaison Officer's dependents are physically fit prior to the Liaison Officer's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and the Liaison Officer's dependents, and the costs of such services, and the procedures for use of such services.
- 6.7 The Liaison Officer and the Liaison Officer's authorized dependents may be allowed the use of military commissaries, exchanges, theaters, and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Participant and any international agreements to which the Participants are a party.
- 6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Participant, the Host Participant may provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's authorized dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where the Host Participant does not provide housing and messing facilities, the Host Participant shall use reasonable efforts to assist the Parent Participant to locate such facilities for the Liaison Officer and the Liaison Officer's authorized dependents.
- 6.9 The Parent Participant shall ensure that the Liaison Officer and the Liaison Officer's authorized dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Participants, the Liaison Officer and the Liaison Officer's authorized dependents entering the United States shall be required to comply with United States Customs Regulations.
- 

**Section VII**  
**Discipline and Removal**

- 7.1 Except as provided in paragraph 7.2 of this Section, neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Participant, nor shall the Host Participant exercise disciplinary authority over the Liaison Officer's authorized dependents. The Parent Participant, however, shall take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Participants shall cooperate in the investigation of any offenses under the laws or regulations of either Participant.
- 7.2 The certification or approval of a Liaison Officer may be withdrawn, modified, or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of the regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Government shall remove the Liaison officer or the Liaison Officer's authorized dependents from the territory of the Host Government. The Host Participant shall explain its request for removal, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons shall not be grounds to delay the removal of the Liaison Officer or the Liaison Officer's authorized dependents.
- 7.3 A Liaison Officer shall not exercise any supervisory or disciplinary authority over the Host Participant military or civilian personnel.

**Section VIII**  
**Claims**

- 8.1 Claims arising under this Agreement shall be governed by any bilateral agreement between the Participants concerning the status of their armed forces in the country of the Host Participant. Claims to which the provisions of any such bilateral agreements do not apply shall be dealt with as follows:
- 


- 8.1.1 The Participants waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss, or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss, or destruction:
- 8.1.1.1 Was caused by a military member or a civilian employee in the performance of official duties, or
- 8.1.1.2 Arose from the use of any vehicle, vessel, or aircraft owned by the other Participant and used by its Department or Ministry of Defense, provided that the vehicle, vessel, or aircraft causing the damage, loss, or destruction was being used for official purposes, or that the damage, loss, or destruction was caused to the property being so used.
- 8.2 The Participants shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.
- 8.3 Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 8.1 and 8.2 of this Section, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Participant is legally responsible, shall be presented to the Parent Participant for consideration under its applicable laws and regulations.
- 8.4 The Parent Participant shall ensure that the Liaison Officer and the Liaison Officer's authorized dependents accompanying the Liaison Officer in the country of the Host Participant shall obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations, and policies of the Host Government, and/or any political subdivisions thereof, in which the Liaison Officer and the Liaison Officer's authorized dependents are located. In cases of claims involving the use of private

motor vehicles, the first recourse will be against such insurance.

### **Section IX Settlement of Disputes**

- 9.1 Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Participants, and shall not be referred to an individual, national, or international tribunal, or any other forum for settlement.

### **Section X Entry into Force, Amendment, Duration, and Termination**

- 10.1 All obligations of the Participants under this Agreement shall be subject to applicable national laws and regulations, and the availability of appropriated funds for such purposes.
- 10.2 The Parent Participant shall ensure that the Liaison Officer complies with all related obligations and restrictions applicable to the Liaison Officer under this Agreement and its Annex.
- 10.3 This Agreement may be amended by the mutual written agreement of the Participants.
- 10.4 This Agreement may be terminated at any time by written agreement of both Participants. Either Participant may terminate this Agreement upon one hundred eighty (180) days written notification to the other Participant. In the event a Participant determines to terminate this Agreement, the Participants shall consult with each other prior to the date of termination.
- 10.5 In the event of conflict between the terms of this Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control. Any LOAs associated with or related to this Agreement shall be terminated in accordance with its terms.
- 10.6 In the event of conflict between any Section of this Agreement and any Annex to this Agreement, the Section of this Agreement will control.
- 10.7 The respective rights and responsibilities of the Participants under Section V (Security) of this Agreement shall continue,
- 

notwithstanding the termination or expiration of this Agreement.

- 10.8 No later than the effective date of expiration or termination of this Agreement, each Participant shall remove its Liaison Officers and the Liaison Officers' authorized dependents from the territory of the other Participant and pay any money owed to the other Participant under this Agreement. Any costs or expenses for which a Participant is responsible pursuant to Section IV (Financial Arrangements) of this Agreement, but which were not billed in sufficient time to permit payment prior to termination or expiration of this Agreement, shall be paid promptly, after such bill is received.
- 10.8 This Agreement shall supersede any and all prior agreements regarding Liaison Officers entered into by the Participants or their subordinate organizations, units, or agencies.
- 10.9 This Agreement shall enter into force upon the signature by both Participants. This Agreement shall remain in force for ten (10) years, and may be extended by written mutual agreement of the Participants.
- 10.10 This Agreement consists of ten (10) Sections and one (1) Annex.



ON BEHALF OF

The Department of Defense of the  
United States, as Represented by  
the United States Marine Corps:



T. D. WALDHAUSER  
Lieutenant General, USMC  
Deputy Commandant, Plans,  
Policies and Operations  
Headquarters Marine Corps

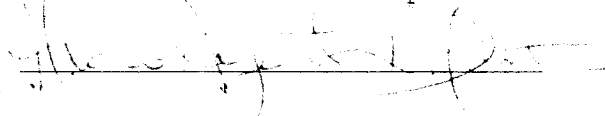
Washington, DC

28 April 10

Dated:

ON BEHALF OF

The Ministry of Defense of  
Brazil, as Represented by the  
Brazilian Marine Corps:



ALVARO AUGUSTO DIAS MONTEIRO  
Admiral  
Commandant, Brazilian Marine  
Corps

Rio de Janeiro, Brazil

10 - ABDE 2010

Dated:

**ANNEX A  
CERTIFICATION**

**Section I  
Terms of Reference  
and  
Legal Status of Certification  
for a  
Brazilian Liaison Officer  
to the  
Marine Corps Combat Development Command**

As a representative of the Ministry of Defense of Brazil, as represented by the Brazilian Marine Corps, under the auspices of an Extended Visit Authorization to the Marine Corps Combat Development Command (MCCDC), Quantico, Virginia, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity that I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

**Section II  
Liaison Officer  
Conditions of Certification**

- (1) **Responsibilities:** I understand that my activities shall be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues that my government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- a) My primary function as a Brazilian Marine Corps Liaison Officer is to serve as a special advisor to the Commanding General (CG), MCCDC. I will act as a principal point of contact for all elements of the MCCDC with the Ministry of Defense of Brazil and its subordinate organizations and the Brazilian Embassy, Washington, DC, including:
- i) Coordinating with Training and Education Command on mutual training and education issues;

- ii) Coordinating with the Marine Corps Warfighting Lab on mutual concept development and experimentation matters;
- iii) Coordinating with the Capabilities Development Directorate on mutual capability and requirements development matters;
- iv) Coordinating with the Operations Analysis Division for mutual studies and analysis matters;
- v) Coordinating with the Security Cooperation Education and Training Center (SCETC) in the development of areas of mutual interest; and
- vi) Coordinating the itineraries of Brazilian Marine Corps visitors to MCCDC.

b) I also will perform other functions as may be authorized by CG, MCCDC, as they pertain to duties and activities in Section III (Duties and Activities), of the Agreement between the United States Department of Defense, as Represented by the United States Marine Corps, and the Ministry of Defense of Brazil, as Represented by the Brazilian Marine Corps, Regarding the Assignment of Foreign Liaison Officers, including:

- i) Advising the CG, MCCDC and his staff on Brazilian Ministry of Defense issues, armed forces, doctrine, and related subjects;
- ii) Serving as a guest lecturer and participating in appropriate seminars and professional military education; and
- iii) Facilitating Brazilian Ministry of Defense VIP visits to MCCDC including the preparation and translation of briefs presented during the visit.

(2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer shall be the responsibility of the Ministry of Defense of Brazil, as represented by the Brazilian Marine Corps, including, but not limited to, travel, clerical services, office space, housing, messing, and medical and dental services, unless otherwise stipulated by international agreement.

a. I understand the U.S. Government is not responsible for compensation for loss of, or damage to, uniforms or other personal equipment or property.

- b. I understand I must purchase my own transportation to perform my responsibilities effectively as outlined in Section II, Paragraph 1, of this Annex.
- c. I understand medical and dental services may be available only on an emergency and space available basis and subject to reimbursement by the Ministry of Defense of Brazil.
- d. I understand U.S. Government housing may be provided on a space-available basis and will be paid for by the Ministry of Defense of Brazil.
- (3) **Personal Conduct:** I understand I am responsible for my personal conduct and the conduct of my authorized dependants in accordance with the Host Government federal, state, local, and, as appropriate, military laws and regulations, including the Military District of Washington, DC, and Marine Corps Base, Quantico, VA, regulations. Failure to comply with these laws will subject me to the provisions of Section VII (Discipline and Removal) of this Agreement governing my assignment as a Liaison Officer. I understand my Contact Officer will brief me on all Host Government federal, state, local, and, as appropriate, military laws and regulations, including restrictions on importing or carrying personal weapons in the United States, as well as while working at MCCDC, Marine Corps Base, Quantico, VA.
- (4) **Extensions and Revalidation:** I understand that if the Ministry of Defense of Brazil, as represented by the Brazilian Marine Corps, desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (5) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer shall be assigned to sponsor me during my visit to MCCDC. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of this certification. I also understand that requests for information that are beyond the terms of this certification shall be made through the Office of the Naval Attaché, Brazilian Embassy, Washington, DC.
- (6) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of this certification shall be made through the Office of the Naval Attaché, Brazilian Embassy, Washington, DC.

- (7) **Uniform:** I understand that I shall wear my national uniform when conducting business at MCCDC or other U.S. Department of Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.
- (8) **Duty Hours:** I understand that my duty hours are 0730-1630, following the Parent Participant's holiday schedule. Should I require access to my work area during non-duty hours, I am required to request authorization from my Contact Officer who will coordinate with the Command Security Officer. I further understand that it is necessary to assign a U.S. Escort Officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the U.S. Government.
- (9) **Security:**
- a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless the information accessible by the computer is releasable to the Brazilian Marine Corps in accordance with applicable U.S. law, regulations, and policy.
  - b. All information to which I may have access during this certification shall be treated as information provided to the Brazilian Marine Corps in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the U.S. Government.
  - c. Should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access, I shall immediately report it to my Contact Officer. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.
  - d. I shall display a security badge on my outer clothing so that it is clearly visible. The U.S. Government shall supply this badge.
- (10) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of this certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further

disciplinary action in accordance with any applicable Status of Forces Agreement or other international agreement.

- (11) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Foreign Liaison Officer.

**Section III  
Liaison Officer  
Terms of Certification**

- (1) **Contact Officer:** \_\_\_\_\_ has been assigned as my Contact Officer.
- (2) **Certification:** I am certified as a Liaison Officer assigned to the Marine Corps Combat Development Command to fulfill the responsibilities outlined in Section II of this Annex. Additionally, I am certified to attend conferences, seminars, and symposiums as a representative of the Brazilian Marine Corps. Additionally, I am certified to assist in the coordination of mutual training/education matters, the development of combined expeditionary doctrine, and the development of combined war game scenarios, game play, and relevant analysis as required, as they relate to the Brazilian Marine Corps, the USMC, and the MCCDC. Finally, I am certified in protocol responsibilities for distinguished Brazilian Marine Corps visitors to MCCDC in coordination with the MCCDC protocol officer, the Defense Attache office in Washington, DC, and the Deputy Commandant, Plans, Policies, and Operations (PLU) Desk Officer, HQMC, Washington, DC.
- (3) **Travel:** I am authorized to conduct travel associated with Temporary Additional Duty (TAD) with the U.S. Marine Corps, under the terms of this certification, with the permission of my Contact Officer and Parent Participant, and at the expense of my Parent Participant, to attend conferences, exercises, war games, and commands as approved in writing by the appropriate Host and Parent Participant authorities.

*[Handwritten signature]*

**Section IV**  
**Liaison Officer**  
**Certification of In-Briefing**

I, \_\_\_\_\_, understand and acknowledge that I have been certified as a Liaison Officer to MCCDC, as agreed upon between the Ministry of Defense of Brazil, as represented by the Brazilian Marine Corps, and the U.S. Department of Defense of the United States of America, as represented by the U.S. Marine Corps. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

\_\_\_\_\_  
(SIGNATURE OF LIAISON OFFICER)

\_\_\_\_\_  
(PRINTED Name of LIAISON OFFICER)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE OF CONTACT OFFICER)

\_\_\_\_\_  
(PRINTED NAME OF CONTACT OFFICER)

\_\_\_\_\_  
(DATE)

*Dr*